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TN REGULATORY AUTHORITY
DOCKET ROOM

April 3, 2003

Ms. Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Coalition of Small LECs
Our File No. 54354-11841

00-00523

Dear Ms. Kyle:

Enclosed please find our Petition for Emergency Relief and Request for Standstill Order by the Tennessee Rural Independent Coalition. I've enclosed the original and two copies. Please return a file-stamped copy or copies for my files.

I've also enclosed an additional 14 copies for the members of the Regulatory Authority.

Please call me if you have any questions regarding this filing.

Very truly yours,



Lisa K. Brian
Paralegal

lkb
Enclosures

**Before the
Tennessee Regulatory Authority
Nashville, Tennessee**

In Re:)	
Generic Docket Addressing)	Docket No. 00-00523
Rural Universal Service)	

**PETITION FOR EMERGENCY RELIEF AND
REQUEST FOR STANDSTILL ORDER
BY THE TENNESSEE RURAL INDEPENDENT COALITION**

The Tennessee Rural Independent Coalition (the "Coalition" or the "RLECs")¹ respectfully submits this Petition, by counsel, for emergency relief and a standstill order directing BellSouth Telecommunications, Inc. ("BellSouth") to maintain all existing settlement arrangements and mechanisms currently in effect between BellSouth and the RLECs.

The Coalition brings this matter before the TRA with great reluctance; but for recent actions by BellSouth, this Petition would and should be unnecessary. The matter raised by this Petition has been addressed by the TRA in the "Initial Order of Hearing Officer" issued on December 29, 2000 in Docket No. 00-00523 wherein it was ordered that "BellSouth Telecommunications, Inc. is hereby enjoined from taking any measures to unilaterally terminate the existing intraLATA toll settlement arrangements/mechanism currently in effect between BellSouth and the Rural Carriers."

As the TRA is aware, the Coalition has invested substantial time and effort in meeting with BellSouth representatives to address and resolve related matters. The TRA has held action in Docket No. 00—00523 in abeyance based on representations by both BellSouth and the Coalition that the parties have undertaken good faith settlement negotiations and are "moving forward on numerous issues.

¹ The Coalition is a group of small and rural local exchange carriers and cooperatives providing service throughout Tennessee. The members of the Coalition are set forth in Attachment A.

As the TRA would expect, the participation by the RLECs in these good faith discussions has been based on reliance that BellSouth will fulfill its commitment pursuant to the directive of the TRA. Specifically, the RLECs have properly relied on the expectation that BellSouth would follow the TRA directive and not attempt unilaterally to terminate or alter the existing arrangements whereby BellSouth compensates the RLECs for the traffic it transports to RLEC networks for termination.

Most recently, the Coalition joined BellSouth in filing a letter before the TRA on March 4, 2003 affirming that "discussions continue to be fruitful," and informing the TRA of continued settlement discussion. Unfortunately, at the very next settlement discussion, BellSouth representatives informed the Coalition representatives that BellSouth intends unilaterally and in the absence of agreement to cease payment to the RLECs of compensation associated with certain traffic that BellSouth has undertaken to transport and terminate² on the RLEC networks.

Accordingly, the Coalition seeks emergency action by the TRA to require BellSouth to standstill and refrain from the unilateral action it plans to depart from existing arrangements. In support of its Petition, the Coalition states the following.

1. Each of the RLECs is a rural incumbent local exchange carrier serving rural areas of Tennessee.
2. The RLECs participate in the provision of an intraLATA telecommunications services arrangement provided over network facilities interconnected with BellSouth. The interconnection arrangements, terms, and conditions between each RLEC and BellSouth are governed by arrangements and contracts which have been implemented under the authority of, and subject to the

² Most recently, BellSouth confirmed its intent in correspondence dated April 2, 2003, from BellSouth attorney Guy Hicks addressed to Hearing Officer Jones transmitted within the framework of this proceeding. The Coalition intends to respond subsequently in a separate filing addressing the additional matters raised by this correspondence.

supervision and oversight of the TRA and its predecessor.

3. With respect to the provision of intraLATA switched interexchange services, each RLEC has implemented intraLATA equal access. When an end user customer is provided basic local service by an RLEC, that customer may elect to utilize an intraLATA toll provider of his or her choice, including BellSouth. When the customer originates an intraLATA toll call, the RLEC provides the intraLATA toll carrier (*i.e.*, BellSouth or an alternative carrier chosen by the customer) with originating access service and charges the toll carrier for the originating access service. When BellSouth or any other intraLATA toll provider terminates a call to an end user customer served by an RLEC, that RLEC provides the toll carrier with terminating access service and assesses charges in accordance with its effective arrangements.

4. BellSouth has utilized the existing intraLATA interexchange network together with termination services it receives on RLEC networks, under existing arrangements, to provide commercial mobile radio service ("CMRS") providers with transport and terminating services throughout the LATAs in which BellSouth operates in Tennessee. By providing the CMRS carriers with this service, the CMRS providers are able to connect indirectly with the RLECs through the use of BellSouth's network and services.

5. This arrangement has rendered it unnecessary for the CMRS carriers to request interconnection terms and conditions directly with the RLECs with respect to the termination of the CMRS traffic. BellSouth has effectively provided the CMRS carriers with indirect interconnection to the RLECs on a bilateral basis negotiated between BellSouth and the CMRS providers. BellSouth apparently did not identify any need to inform or involve the RLECs in the establishment of the CMRS interconnection. BellSouth knew that it has available interconnection under existing arrangements with the RLECs that give BellSouth the ability to terminate the CMRS traffic on the

RLEC networks without any new agreement or the establishment of an arrangement directly between the RLECs and the CMRS carriers.

6. In the course of the ongoing good faith settlement discussions that the RLECs have held with BellSouth representatives, BellSouth has indicated its desire and intent to implement a new arrangement whereby it would be relieved of any obligation to compensate the RLECs for termination of the CMRS traffic it has agreed to transport to the RLEC networks. Prior to a meeting with BellSouth representative on March 10, 2003, the RLECs understood that the parties were making progress in resolving this matter. Specifically, the RLECs understood that BellSouth was giving serious consideration to a conceptual resolution proposed by the RLECs.

7. In good faith reliance that progress toward resolution of issues between the RLECs and BellSouth was continuing, the RLECs joined BellSouth in reporting to the TRA and requesting a continued abeyance. The RLEC representatives were, accordingly, surprised to learn at the March 10, 2003 meeting with BellSouth representatives that BellSouth intends to discontinue payments to the RLECs as of May 2003 for the compensation for the termination of traffic that BellSouth designates as "CMRS" traffic. BellSouth's unilateral pronouncement is contrary to the existing arrangements between the RLECs and BellSouth, the good faith undertaking of settlement discussions, and the standing TRA Order issued on December 29, 2000.

8. The interconnection arrangements, terms and conditions between BellSouth and the RLECs have largely been established previously through mutual negotiation. While the terms and conditions were subject to oversight by the TRA and its predecessor Commission (and subject to all applicable law, rules, and regulations), there was minimal need for regulatory intervention or action in the past. Unfortunately, BellSouth's action to disregard both its commitments and the TRA's December 29, 2000 Order have given rise to a need for the action requested by the Coalition.

9. The unilateral BellSouth pronouncement that it will cease termination payments to the RLECs takes place in a context that is contrary to both the TRA's directive and the representation of good faith negotiations that BellSouth made to both the RLECs and the TRA. This framework demonstrates with clarity the egregious nature of the BellSouth action and the need for the action requested by the Coalition. Action by the TRA is necessary to alleviate the financial uncertainty and instability that has increased as a result of BellSouth's dishonoring its commitment and obligation to act in accordance with existing agreements.

WHEREFORE, THESE PREMISES CONSIDERED, the Coalition respectfully requests that the TRA issue an order to direct BellSouth to standstill and abide by all existing contractual terms and conditions, consistent with the TRA's December 29, 2000 Order in Docket No. 00-00523, pending the conclusion of all appropriate processes and procedures, either formal or informal, required to establish any new terms and conditions determined either by mutual negotiation or regulatory requirement.

April 3, 2003

Respectfully submitted,

NEAL & HARWELL, PLC

By: _____

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"The Coalition of Small LECs and Cooperatives"

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Bledsoe Telephone Cooperative
CenturyTel of Adamsville, Inc.
CenturyTel of Claiborne, Inc.
CenturyTel of Ooltewah-Collegedale, Inc.
Concord Telephone Exchange, Inc.
Crockett Telephone Company, Inc.
DeKalb Telephone Cooperative, Inc.
Highland Telephone Cooperative, Inc.
Humphreys County Telephone Company
Loretto Telephone Company, Inc.
Millington Telephone Company
North Central Telephone Cooperative, Inc.
Peoples Telephone Company
Tellico Telephone Company, Inc.
Tennessee Telephone Company
Twin Lakes Telephone Cooperative Corporation
United Telephone Company
West Tennessee Telephone Company, Inc.
Yorkville Telephone Cooperative**

CERTIFICATE OF SERVICE

I hereby certify that on April 3, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

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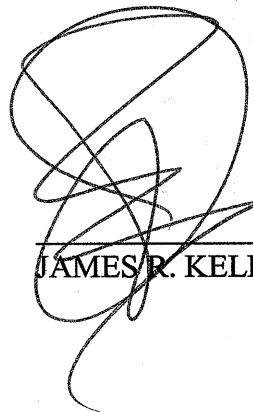
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